

8/10/73 — 8/14/75

Master Agreement

1973 - 1974

1974 - 1975

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Colon Community Schools

Colon, Michigan 49040

*Colon High School
Colon, MI 49040*

MASTER AGREEMENT

between the

COLON EDUCATION ASSOCIATION

and the

COLON BOARD OF EDUCATION

1973-74

1974-75

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PREAMBLE

This Agreement is entered into this 20th day of August, 1973, by and between the Colon Education Association, hereinafter called the "Association", affiliated with the Michigan Education Association and the National Education Association; and the Board of Education of Colon Community Schools, hereinafter called the "Board", affiliated with the Michigan Association of School Boards and the National Association of School Boards. The Colon Education Association and the Colon Board of Education (the signatories) shall be the sole parties to this Agreement.

WITNESSETH:

WHEREAS, the Board and the Association share a mutual concern for quality education in Colon, and

WHEREAS, the members of the Association are qualified to assist the administration in formulating educational programs and policies, subject to Board approval, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 for the following tenured and probationary personnel certified by the Michigan State Board of Education and employed by the Board.

1. Classroom Teachers
2. Guidance Counselors
3. Librarians
4. Classroom Teachers who supervise student teachers or other teachers

Excluded are all Administrators, Supervisory and Executive personnel. The term "Teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining unit as above defined. Reference to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent an individual teacher from presenting a grievance and having a grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement provided that the Association has been given the opportunity to be present at such adjustment.

C. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the MEA and NEA. Said authorization shall be presented to the Board on or before October 1, each year, with later authorizations being handled by the Association. Pursuant to such authorization, the Board shall deduct one-ninth of such dues from the first payroll of each month beginning in October.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable Public Employees Laws and Regulations. The rights granted to teachers in this contract shall be deemed to be in addition to those provided in current school board policies.

ARTICLE II
BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the teaching activities of its employees;

- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide all athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent that such specific and express terms thereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States.

ARTICLE III

TEACHER RIGHTS AND RESPONSIBILITIES

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board, as defined in Article I, shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection.

As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association on collective professional negotiations with the Board, or his institution of any grievance, complaining or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Association and its members shall have the right to use school building facilities at all reasonable hours and after school hours for meetings and these meetings shall be scheduled with the building principal. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards within the faculty lounge and other established media of communication that does not pass before the students, shall be made available to the Association and its members.

C. The Board agrees to furnish to the Association, in response to reasonable requests, from time to time, one copy of all information available to the residents of the district concerning the financial resources of the district, tentative budgetary requirements and allocations and such other generally available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

It is expressly understood that the Board shall not be required to furnish to the Association or teachers, information of a confidential nature which is obtained from other schools such as, but not necessarily limited to, recommendations for employment and other material of a confidential nature.

D. The Board agrees to furnish a copy of current board policies for the Teachers Lounge in each school and to the Association.

E. A teacher shall be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules of delinquency in professional performance in a formal conference. A formal conference is defined as one that has been pre-arranged. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation is present.

ARTICLE IV

PROFESSIONAL COMPENSATION

A. The salaries of teachers for the duration of this agreement are set forth in Attachment C, which is attached to and incorporated in this agreement.

B. All teachers will be given full face value for teaching experience and will take their appropriate spot on the salary schedule.

Teachers newly employed will be placed on their appropriate step on the salary schedule as outlined below.

a. Full experience granted to:

1. A teacher who has previously had tenure
2. A teacher from a non tenure state

b. Full experience, up to a maximum of five (5) years to a non tenure teacher from a tenure state.

C. Teachers who accept extra duty assignments set forth in Attachment C, which are attached to and incorporated in this agreement, will be compensated in accordance with the provisions of this agreement. without deviation unless otherwise specified in this agreement. Salaries for extended school year duties shall be pro-rated, based upon the teacher's present salary.

D. For each semester hour of credit earned beyond State of Michigan Permanent Certification requirements and earned within the effective dates of this agreement and provided that the course is part of a Master's Program of a College or University or advanced degree program, or has administrative approval, the Board shall pay \$25.00 upon presentation of the credits earned.

E. Teachers required, in the course of their employment, to drive personal automobiles from one building to another shall receive an allowance of ten (10) cents per mile.

F. For administratively approved conferences and visitations:

1. Travel allowances will be at the rate of ten (10) cents per mile.
2. Expenses for meals and hotels will be paid upon presentation of paid vouchers, subject to the following limitations: breakfast, \$2.00; lunch, \$2.50; dinner, \$6.50, and lodging \$18.00 per night.

G. No credit shall be given teachers employed after the effective dates of this agreement for non-teaching experience, unless said experience is a specific requirement for certification.

H. At any such time that the payroll department shall be requested to make any type of employee deduction other than those required by law, that only one business concern will receive a check for the benefits affected.

In case of health insurance, the payroll department will handle the arrangements for employees for only one health company. There shall be only one enrollment period per year for each plan or benefit. The enrollment period shall end on or before the teachers' second payroll for all deductions except in the case of new employment or by special administrative approval. Upon proper request to the payroll department, teachers may elect payroll deductions for the following:

1. Credit Union
2. Annuity
3. Insurance options
4. Association dues

ARTICLE V

TEACHING LOAD AND ASSIGNMENTS

A. The normal teaching load in the Jr. & Sr. High School shall include a daily preparation time. The preparation time shall not be less than 45 nor more than 60 minutes. No Jr.-Sr. High School teacher shall be assigned more than four different courses in one semester that require daily preparation unless the teacher consents to take the extra preparation, except as provided in Section F. Under no circumstances, including emergencies, shall any teacher have six courses that require preparation per semester.

B. All teachers shall be entitled to a duty-free uninterrupted lunch period of no less than thirty minutes.

C. All elementary teachers shall receive a reasonable preparation period each day exclusive of lunch and recess of no less than 30 minutes. If scheduling precludes this, the equivalent preparation time shall be granted on a weekly basis.

D. The class size in the school system will be administratively governed, taking into consideration the financial situation, available facilities and accepted standards.

E. Teachers of music and art and librarians shall be provided the same preparation time as is granted other teachers in their building.

F. No departure from these teaching loads and assignments shall be made without mutual agreement between teacher and administration except in cases of emergency.

G. When an elementary teacher is assigned to teach more than one grade at a time, the teacher will receive either a pay increase of three per cent of the base pay; or a ten per cent reduction in class size, as compared to others of the same grade levels, the option to be determined by the administration.

H. Individual contracts stating tentative teaching assignments shall be issued to teachers before the final day of school. Extra duty assignments shall be made by the Administration by the end of the second week of school. Salary and extra duty compensation figures shall be added within 15 working days of contract settlement or when extra duty assignment is finalized. If changes in assignments become necessary, returning teachers shall be notified in writing 25 days prior to the opening of school. No changes may be made after this time without the consent of the teacher except as provided in Section F.

I. When a Jr.-Sr. High School teacher volunteers to teach during his conference period, he shall be compensated at a regular substitute rate, prorated for the length of substitution.

J. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

K. If a need arises, because of size of classes, that a teacher should need to teach during his conference or preparation hour, and the teacher is in accord, he may agree to the extra class. This being the case, the teacher will receive a sum equal to a prorated amount of his salary for the added class.

L. When the classroom teachers in the elementary schools lose preparation time due to the absence of specialized personnel, the substitute pay for this time shall accumulate to the end of the year and then be paid to the teachers thus affected.

Regular teachers will be paid as substitutes only when administratively assigned as substitutes.

M. Assignments are based on the regular school year as set forth in Attachment A, which is attached to and incorporated in this agreement. The Board of Education in consultation with the CEA, will establish the calendar which is to be called Attachment A.

N. Teachers new to Colon shall report for duty and orientation two days before the first day of pupil attendance. All teachers shall report for duty and orientation one day before the first day of pupil attendance. During orientation, meetings will be scheduled in the morning and teach-

ers may use the afternoon at their own discretion. Four half days (12:45 to 4:30) and one full day on Fair Day (9:00 to 3:30) shall be scheduled for inservice.

ARTICLE VI TEACHING CONDITIONS

A. The Board recognizes that appropriate equipment and materials are necessary to facilitate a sound educational program. Teachers either individually or through established committees, shall be given the opportunity to make recommendations concerning educational programs and media.

B. To decrease the demands on the teachers' time, the Board agrees to provide the necessary aides to handle the following activities:

1. At the elementary schools:
 - a. Noon hour luncheon playground supervision.
 - b. Collecting money for lunch and milk.
2. At the Jr.-Sr. high school:
 - a. Noon hour lunchroom and hall supervision, except when assigned in place of classroom supervision.
 - b. Collecting money for lunch and milk.
 - c. Permanent record keeping.

Additionally, the Board agrees to provide, whenever practical, clerical assistance for duplicating materials.

C. Under no condition shall a teacher be required to drive a school bus as part of his regular assignment.

D. In each school, the Board shall make available to the teachers, administration and Board of Education, adequate restroom and lavatory facilities and one room, appropriately furnished, which shall be reserved for faculty use as a lounge to serve the functions of lunchroom, smoke-room, preparation and relaxation room.

E. Present telephone facilities shall be made available to teachers for their reasonable use. Personal long distance calls shall be paid for by the teacher.

F. Adequate parking facilities shall be made available to teachers, and properly maintained and identified exclusively for teacher use.

G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except as it affects the teacher's work as a teacher.

H. The provisions of the agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or

membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all students.

I. The Board shall provide adequate desk, closet and shelf space for each teacher.

ARTICLE VII VACANCIES AND PROMOTIONS

A. Whenever a vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the President of the Colon Education Association.

B. Any teacher may apply for such vacancy. The teacher shall list for consideration his qualifications. The administration shall consider such applications along with other applications.

ARTICLE VIII LEAVE PAY

A. Any teacher absent from duty on account of personal illness, 2 personal business days, or for any other approved reason, shall be allowed full pay for a total of ten (10) working days per year accruable to seventy (70) days. The ten days are immediately available and would be pro-rated if the person leaves before the end of the year.

1. Professional employees are entitled to personal business leave, chargeable against sick leave, subject to the following limitations:

a. Two (2) days a year of the sick leave allowance may be used for personal business, non-cumulative.

b. Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session, or at the conclusion of a working day, or on weekends.

Certain types of family obligations (i.e.) (weddings, births, and graduation exercises), legal commitments, religious observances, unusual circumstances related to professional growth and emergencies are considered to be justification for the use of personal business leave.

c. An application for personal business leave, containing the reason for the request, must be submitted to the Administration in writing at least 2 days in advance (except in the event of an emergency when a shorter notice may be acceptable).

- d. A personal business leave day shall not be granted for the day preceding, or the day following holidays or vacations, and the first and last days of the school year except in an emergency.
2. Each teacher shall receive notice of his accumulated sick days and the current balance during the month of November each year.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness, with sick leave and subtraction pro-rated from the portion of salary used to make up the difference.

C. The Board reserves the right for the Superintendent to request a doctor's statement when there are apparent irregularities with the paid sick leave provision.

ARTICLE IX LEAVE OF ABSENCE

A. Any teacher whose personal illness extends beyond the period compensated under Article VIII shall be granted an involuntary leave of absence without pay for such time as is necessary for complete recovery from such illness, providing it is not longer than one year and that the Board of Education is given at least two weeks' notice of the planned return date.

Any health insurance payments would continue to be paid during this time of need.

B. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

- (1) A maximum of five days per school year for the death of either mother, father, mother-in-law, father-in-law, children or spouse; a maximum of three days per school year for the death of either a brother or sister; and a maximum of two days for a brother-in-law or sister-in-law.
- (2) Court appearance as witness in any case connected with the teacher's employment or the school.
- (3) Upon approval of the administration, the following leaves will be granted:
 - a. Visitation at other schools.
 - b. Attending education conferences or conventions.
 - c. Association meetings.
- (4) Time necessary to take the selective service physical examination.

C. Leaves of absence without pay shall be granted upon application for the following purposes, however, the Board reserves the right to limit the number at any one time:

- (1) Study related to the teacher's licensed field.
- (2) Study to meet eligibility requirements for an educational license other than that held by the teacher.
- (3) Study, research, or special teaching assignment involving probable advantage to the school system.
- (4) The regular salary increment occurring during such period shall be allowed.

D. Maternity leave without pay shall be granted on an individual basis. The administration and the teacher requesting maternity leave shall confer and shall set a mutually agreeable date for beginning and ending the leave. This policy shall be in effect until the Supreme Court decision on maternity leaves is reached. At that time the maternity leave policy shall be re-negotiated.

E. Pursuant to Section 572 of the School Code of 1955, teachers who have been employed for seven years may be granted a sabbatical leave for one year. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for the purpose of arriving at the proper step on the salary schedule set forth in Attachment C of this agreement.

F. Teachers, who are officers of the Association or are appointed to its staff, should, upon proper application, be given no longer than a one year leave of absence, without pay, for the purpose of performing duties for the Association.

G. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States, and reinstatement of these individuals shall be according to general school laws of the State of Michigan.

H. The Board shall not be held responsible for death or injury sustained by any teacher while on leave.

ARTICLE X

TEACHER EVALUATION

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish the goals.

A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three times during the school year; two months following the teacher's commencement of service, four months after the teacher's commencement of service, and ninety days prior to the end of the probationary school year. Tenured teachers shall be evaluated at least once every year. Teachers whose services are being considered for termination under provisions of the tenure act shall receive a registered letter of notification and statement of charges from the superintendent and advised of their rights, under the tenure act for a hearing and appeal.

B. Evaluations shall only be conducted by a building principal or assistant principal or other fulltime administrator. Each observation shall be made in person for a minimum of twenty consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

C. Copies of the written evaluation shall be submitted to the teacher at the time of personal interview or within ten days thereafter, one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file. Criteria for evaluation shall be presented to said teacher sufficiently in advance of any evaluative session.

D. No later than March 15th of each probationary year the final written evaluation report will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher and to the Association, if requested by the teacher.

If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent.

In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing, with a copy to the Association, if the teacher requests, and provide for a hearing where requested. The Board reserves the right to go into executive session for portions of this hearing.

In any hearing or tenure proceeding, all evaluations and responses thereto shall be admissible.

E. Each teacher shall have the right, upon request, to review the contents of his own personal file, except evaluations from previous employment.

A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information.

- Annual TB report and required medical information
- All teacher evaluation reports
- Copies of annual contracts
- Copy of teacher certificate
- A transcript of academic records
- Tenure recommendations

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

F. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof, without just cause, shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE XI

PROTECTION OF TEACHERS

A. Recognizing the need for cooperation between teachers and administrators in maintaining discipline, and further recognizing that teachers and administrators maintain discipline in their own spheres of responsibility, the Board recognizes its responsibility to give all reasonable support and assistance.

B. Any case of assault and/or battery upon a teacher shall be promptly reported to the Board or its designated representative. The Board, upon finding that a teacher acted according to Board policies, may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and may render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued, the Board will provide legal counsel and other assistance provided the teacher's action was proper within Board policy or Administrative direction.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

E. When a teacher is injured in the course of his employment, medical, surgical or hospital care will be furnished by the Board, but only to the extent of coverage provided by the Workmen's Compensation Act.

F. Parent complaints will be handled at the discretion of the Administration and those serious enough to warrant action will be promptly called to the teacher's attention.

G. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable except as provided by the laws of the State of Michigan.

ARTICLE XII

NEGOTIATION PROCEDURES

A. The contents of this agreement represent the understanding of the parties for the time period spanning this contract's duration. Negotiations for the renewal of this contract may be initiated by either party. The parties recognize that unforeseen circumstances of mutual concern may arise during the effective dates of this agreement. Upon mutual consent, negotiations will be initiated. The parties agree that modification of this agreement may be made in whole or part by an instrument in writing duly executed by both parties.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power

and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE XIII

PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement may be processed as a grievance as hereinafter provided.

B. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by his Association representative.

C. If, as a result of the informal discussion with the building principal, a grievance still exists, the grievant may invoke the formal grievance procedure through the Association on the form set forth in Attachment D, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be submitted with the Superintendent. Delivery shall be made in person, or by certified mail, return receipt requested, to the parties involved at each level. The filing of a formal grievance must take place within 30 days of the date of alleged violation of this contract.

D. Within three school days of receipt of the grievance, the principal shall meet with the teacher or Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within three school days of such meeting and shall furnish a copy thereof to the teacher and Association.

E. If the teacher or the Association is not satisfied with the disposition of the grievance, the grievance shall be transmitted to the superintendent. Within five school days the superintendent shall meet with the teacher or Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the teacher and Association.

F. If the teacher or the Association is not satisfied with the disposition of the grievance by the superintendent, the grievance shall be transmitted to the Board by filing a written copy thereof with the Sec. of the Board. The Board, no later than ten school days hence, shall meet with the teacher or Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than 10 school days from the time of such meeting. A written copy thereof shall be furnished to the teacher and Association.

G. If the teacher or the Association is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five calendar days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules, which rules shall likewise govern the arbitration proceeding.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from, the terms of the contract. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

H. The fees and expenses of the arbitrator shall be shared equally by the parties.

I. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. In cases that reach arbitration, compensation shall be made in accordance with the arbitrator's decision.

J. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties.

K. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

L. If the grievance is denied, the teacher or Association shall have three school days in step D, six school days in step E, and 20 school days in step F to proceed to the next step.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be required in any investigation of any teacher by the Board of Education.

C. Copies of this agreement shall be printed at an expense shared by both the Association and the Board and presented to all teachers employed by the Board, during the effective dates of this agreement.

D. If any provisions of this Agreement or any application of the agreement to any teacher or group of teachers shall be found contrary to laws, then such provision or application shall be deemed invalid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and affect.

ARTICLE XV

INSURANCE PROTECTION

A. Pursuant to the authority set forth in 340.617 of the School Code, as amended, the Board of Education agrees to provide the cost of group hospitalization insurance for each teacher as regulated below. The health insurance coverage will be the MESSA Super Medical Plan or a plan equivalent to MESSA Super Medical Plan.

1. Family health insurance option package coverage limits are as follows:

Full family -----	\$50.50	monthly
Employee & spouse -----	\$43.86	
Employee & children -----	\$35.66	
Employee only -----	\$18.96	
Husband & Wife — maximum paid per family will be those listed above.		
Option Package -----	\$18.04	monthly

2. The Board's insurance contribution shall begin in September of each year and continue for twelve months. A teacher employed on either a half day or half year basis will be entitled to one-half the contribution paid for a full time teacher.
3. Teachers must make application for the contribution prior to Sept. 14 of the school year. In the event that the Board's total contribution for insurance or option package coverage under this provision shall be determined to exceed \$21,300 a proportional reduction shall be made in the contribution schedule for each teacher so that the Board's total contribution shall equal \$21,300 for the school year, and each teacher and the Association shall be notified of the revised payment schedule by October 1 of the school year.

B. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full 12 month period commencing October 1st and ending September 30. See Article IV, Section H.

ATTACHMENT A SCHOOL CALENDAR 1973-74

Tuesday, September 4 -----	Start School
Tuesday, September 18 -----	Fair Day — No School
Thursday, November 22 -----	Thanksgiving Recess
Monday, November 26 -----	School Resumes
Monday, December 24 -----	Christmas Recess
Monday, January 7 -----	School Resumes
Monday, April 8 -----	Easter Recess
Monday, April 15 -----	School Resumes
Monday, May 27 -----	Memorial Day — No School
Friday, June 7 -----	School Dismissed

All teachers are to report on Thursday, August 30, 1973. Those teachers new to Colon are also to report on Wednesday, August 29, 1973. One additional day is required for the returning teachers and two additional days are required of the teachers new to Colon. Teachers will have a full day of in-service on Fair Day, September 18, 1973.

In-service training sessions, on school time, will be scheduled administratively, with not more than four such sessions. See Article V, Section N.

If more than one school in St. Joseph Intermediate School District deviates from the Spring vacation, we will change to the week of March 18.

ATTACHMENT B
EXTRA PAY FOR EXTRA DUTY

POSITION	BASE PAY	YEARLY INCREMENT (To July 1, 1978)
Athletic Director -----	\$1000	50.00
Varsity Football -----	700	35.00
Assistant Football -----	550	27.50
Varsity Basketball -----	700	35.00
J.V. Basketball -----	550	27.50
Freshman Basketball -----	350	17.50
8th Grade Basketball -----	200	10.00
7th Grade Basketball -----	200	10.00
Girls Varsity Basketball -----	550	27.50
Girls J.V. Basketball -----	350	17.50
Boys Track -----	550	27.50
Girls Track -----	550	27.50
Jr. High Track -----	200	10.00
Cross Country -----	550	27.50
Golf -----	350	17.50
Varsity Baseball -----	550	27.50
J.V. Baseball -----	350	17.50
Girls Volleyball -----	350	17.50
Elementary Intramural -----	20 per weekly unit	1.00
(Weekly units of one hour per day for three days will be paid \$20.)		
Band Director -----	500	
Yearbook (if out of class) -----	350	
Newspaper (if out of class) -----	200	
Student Council -----	150	
Senior Class Sponsor -----	300	
Junior Class Sponsor -----	300	
Sophomore Class Sponsor -----	125	
Freshman Class Sponsor -----	125	
Seventh Grade Class Sponsor -----	100	
Eighth Grade Class Sponsor -----	100	
Plays (each) -----	200	
Elementary Music Performance (each) -----	100	
Varsity - J.V. Cheerleaders -----	300	
Freshman Cheerleaders -----	100	
Athletic Supervisor -----	200	
Guidance Extended Year -----	500	
Driver Training (per hour) -----	5.50	
Leonidas Extra Duty -----	625	
Debate (if out of class) -----	260	
Supervisor of Co-op Students, per student -----	10 per six weeks	
Special Education -----	As provided by Intermediate Special Education	

The positions listed in this schedule may or may not be filled. When members of the faculty do not fill an available extra duty assignment, the job may be filled from the community. When the person outside the faculty resigns, the position will again be offered to the faculty.

ATTACHMENT C

SALARY SCHEDULE FOR 1973-1974

STEP	BA	BA+15	MA
1.	8000	8300	8600
2.	8275	8575	8875
3.	8555	8855	9155
4.	8840	9140	9440
5.	9130	9430	9730
6.	9425	9725	10025
7.		10025	10325
8.		10330	10630
9.		10640	10940
10.	10405	10955	11255
11.			11575
12.			11900

The approval of college credit shall be done by a joint committee of two teachers, appointed by the President of the Association, and two administrators, appointed by the Board (Superintendent). In cases where the committee cannot arrive at a decision, the Board (Superintendent) shall make the final decision. All appeals for assignment to the levels shall be submitted to this committee.

Appeals received on or before the first day of school will be considered for the full year; those received after said date but before the first day of the second semester will be offered an amended contract at the + 15 rate for the second semester. Once attainment of the + 15 level, the teacher shall remain on that level.

ATTACHMENT D

Grievance Report Form

Grievance No. _____	School District _____	Distribution of Form
Submit to Principal in Duplicate		1. Superintendent
		2. Principal
		3. Association
		4. Teacher

Building	Assignment	Name of Grievant	Date Filed

STEP I

- A. Date Cause of Grievance Occurred _____
- B. 1. Statement of Grievance _____
- _____
- _____
- _____

2. Relief sought -----

Signature Date
C. Disposition by Principal -----

Signature of Principal Date
D. Position of Grievant and/or Association -----

Signature Date
(If additional space is needed in reporting Sections B1 & 2 of
Step 1, attach an additional sheet.)

STEP II

A. Date Received by Superintendent or Designee -----
B. Disposition of Superintendent or Designee -----

Signature Date
C. Position of Grievant and/or Association -----

Signature Date

STEP III

A. Date Received by Board of Education or Designee -----
B. Disposition by Board -----

Signature Date
C. Position of Grievant and/or Association -----

Signature Date

STEP IV

A. Date Submitted to Arbitration -----
B. Disposition & Award of Arbitrator -----

Signature of Arbitrator Date
of Decision

(NOTE: All provisions of Article XIII of the Agreement dated August 15,
1969, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF
GRIEVANCES.)

ARTICLE XVI

The duration date of this contract shall be August 15, 1973 and ending August 14, 1975 except for Attachment A, B, C and Article XV of the Master Agreement.

BOARD OF EDUCATION

- by ***T. M. Schipper***
President
- by ***Pat Hershey***
Vice-President
- by ***Connie Smith***
Secretary
- by ***Wesley H. Saxman***
Treasurer
- by ***Allan King***
Trustee
- by ***Verlan Miller***
Trustee
- by ***Frank Kruszka***
Trustee

EDUCATION ASSOCIATION

- by ***Robert Trenary***
Its President
- by ***Margaret Converse***
Its Secretary
- by ***Richard Cordes***
Chairman, Negotiating Committee

Dated this 20th day of August, 1973.